



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Extension of Elevator Services Contract with Elevator Technology, Inc., of El Dorado Hills (\$22,375) and Authorizing Option to Extend Contract for an Additional Two Years

MEETING DATE: October 17, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to extend the contract for the above project to Elevator Technology, Inc., of El Dorado Hills, in the amount of \$22,375 for two years and authorizing the City Manager to extend the contract up to an additional two years, if an extension is in the best interest of the City.

BACKGROUND INFORMATION: The attached agreement is to provide for ongoing services to elevators at City Hall, Carnegie Forum, Police Facility, Lodi Station Parking Structure, Public Safety Building, and Hutchins Street Square, for a period of two years.

Plans and specifications for this project were approved on October 5, 2005, and on November 2, 2005, the contract was awarded to Elevator Technology, Inc., in the amount of \$19,975 for two years, with an option to renew. That contract consolidated elevator services City-wide from four contractors to one, and included the option to add two Hutchins Street Square elevators serviced under separate contracts, when they expire. The contract with Elevator Technology will expire in December, and they agreed to extend the contract for an additional two years with a \$100 per month increase, which will be \$2,400 added to the existing contract amount.

Elevator Technology has provided competent and responsive service and, even with the increase, is comparable with the second low bidder's cost of two years ago. Their request for a 6% per year price increase is justified by their previous and new 5-year union labor contracts with 6% annual labor cost additions, plus other operational cost increases (i.e., gasoline). All other terms and conditions of the contract will remain the same.

FISCAL IMPACT: The fiscal impact is minimal, at an additional cost of \$100 per month.

FUNDING AVAILABLE: Budgeted in Facilities Services Operating and Hutchins Street Square Maintenance accounts.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
Attachment

cc: City Attorney
Community Center Director

Purchasing Officer
HSS Senior Facilities Maintenance Worker

Facilities Supervisor
Elevator Technology, Inc.

APPROVED: _____
Blair King, City Manager

AGREEMENT TO EXTEND CONTRACT
FOR ELEVATOR MAINTENANCE SERVICES
FOR CITY FACILITIES

THIS CONTRACT EXTENSION AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and ELEVATOR TECHNOLOGY, INC., hereinafter called "Contractor."

WITNESSETH:

Pursuant to the Option to Renew set forth in the Contract for Elevator Maintenance for City Facilities, dated December 6, 2005 (the "Contract"), the parties agree to extend the term of the Contract from December 1, 2007 to November 30, 2009.

Parties further agree that City has the option to renew the Contract for an additional two-year period (December 1, 2009 – November 30, 2011), by providing Elevator Technology notice of its intention to renew no later than August 1, 2009.

All terms and conditions of the Contract (attached hereto as Exhibit A and incorporated herein by this reference) will remain as written.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on the date and year first above written.

CITY OF LODI

Elevator Technology Inc., a California Corporation

By: _____
BLAIR KING, City Manager

By: _____

Attest:

Name

RANDI JOHL, City Clerk

Title

Approved as to Form:

JANICE D. MAGDICH, Deputy City Attorney

**ELEVATOR MAINTENANCE
FOR CITY FACILITIES****CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the City of Lodi, State of California, herein referred to as the "City," and ELEVATOR TECHNOLOGY, INC., herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

- Notice Inviting Bids
- Information to Bidders
- General Conditions
- Special General Conditions
- Bid Proposal
- Contract

All of the above documents, sometimes hereinafter collectively referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner and to the satisfaction of the City the proposed service and maintenance of the listed elevators located in city facilities.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5, 2.3, "Payment for Work Performed," of the General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of and accepts all responsibility for compliance with all Labor Code requirements.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for

all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Facilities Manager under them, to-wit:

Perform the maintenance and service work, and furnish all labor and equipment necessary to maintain elevators operated in City of Lodi Facilities and other incidental and related work in accordance with these specifications. The areas to be maintained are shown below and in Section 5, General Conditions, 5.1, Description of Work, and in the specifications for "Elevator Maintenance for City Facilities". Estimated quantities are based on a two (2) year contract, monthly frequency. Estimated quantities defined in Section 6.3, I. Refer to Section 6.3, J for elevator price calculation instructions.

The contract price is to be all inclusive (labor, overheads, supervision, equipment, disposal costs, fees, licenses, etc.).

Elevator Maintenance

Item	Location	¹ Service Schedule	Unit	Estimated Quantity (visits)	Number of Cars at Location	Unit Price per Car per Visit	Total Price
1.	Parking Structure 50 N. Sacramento St.	Complete	Visit	24	2	\$ 100.00	\$4,800.00
2.	² Police Department 215 W. Elm St.	Complete	Visit	23	3	\$ 100.00	\$6,900.00
3.	Public Safety Building 230 W. Elm St.	Oil & Lube	Visit	24	1	\$ 60.00	\$1,440.00
4.	Carnegie Forum 305 W. Pine St.	Complete	Visit	24	1	\$ 100.00	\$2,400.00
5.	City Hall 221 W. Pine St.	Complete	Visit	24	1	\$ 100.00	\$2,400.00
6	³ Hutchins Street Square Senior Center 125 S. Hutchins St.	Complete	Visit	14	1	\$ 100.00	\$1,400.00

⁴ Billable Callouts for Repair

Item	Time of Occurrence	Estimated Quantity (Call-outs)	Typical Repair Time (Hr.)	Repair Rate (\$/Hr.)	Travel Time (\$)	Total Repair Cost (\$)
7	Monday through Friday, 8:00 a.m.- 5:00 p.m.	7	½ hr.	\$125.00	(Included) \$0.00	\$437.50
8	Monday through Friday, 5:01 p.m.- 7:59 a.m., Saturdays	1	½ hr.	\$185.00	(Included) \$0.00	\$92.50
9	Sundays, Holidays	1	½ hr.	\$210.00	(Included) \$0.00	\$105.00

10	Additional Contractor provided services included during contract term (See note 5, below)	State-required load tests included at no additional cost. Quantity unknown. 25% mark-up on parts.	\$0.00
GRAND TOTAL			\$19,975.00

Notes:

1. Service Schedule - Refer to Section 6.3, C & 6.3, D.

2. Police Department Elevators - Begin service at this location on January 1, 2006.

3. Hutchins Street Square - Service begins on September 1, 2006.

4. Billable Call-outs Refer to Section 6.3, L for the definition of billable call-outs and bidding formula.

5. Additional Contractor Provided Services - Bidders may propose additional services or value during the contract term. These additional items will be included in the evaluation process, if in the City's best interest. Additional services or value shall be described in sufficient detail for each item to allow the City to clearly evaluate the bid. Refer to Section 6.3, M.

Examples of these items include:

- Providing proprietary software to the City
- Offering new pricing on existing, unexpired service contracts
- Reduced parts mark-ups.
- Elevator car refitments
- Elevator load tests

Additional Contractor provided services or value shall be submitted and attached to the bid documents, on company letterhead, and signed by the Bidder.

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of the Contract Documents and the Bid Proposal of the Contractor, then the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms contained in said proposal that conflict herewith.

ARTICLE VII – Not applicable (grades/easements)

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the Contract.

Period of Contract This Contract provides for accomplishment of specified work for a period of twenty-four (24) months following award of Contract, from December 1, 2005.

Option to Renew By mutual agreement, the City and Contractor may enter into an agreement to extend this Contract.

Price Adjustment No price adjustment will be made during the term of this Contract. If the City elects to renew the contract, the Contractor may request price adjustment consideration prior to renewal. Contractor must request and justify any price increases in writing 60 days prior to renewal date.

Assignment The Contractor shall not assign nor shall not attempt to assign this Contract without the written consent of the City having been first obtained.

Damages The Contractor will report to the Facilities Manager any damages caused by the Contractor's employees or equipment to any public facilities or equipment, and repair same at Contractor's expense, subject to the City's prior approval of the means, methods, and materials associated with such repair.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERIOD FOR THIS CONTRACT IS DECEMBER 1, 2005 THROUGH NOVEMBER 30, 2007, AND THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

Elevator Technology Inc

By: [Signature]

[Signature]
Title

CITY OF LODI

By: [Signature]
Mayor

Date: 12-6-05

Attest:

[Signature]
City Clerk

(CORPORATE SEAL)

Approved as to form:

[Signature]
D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
AGREEMENT TO EXTEND THE ELEVATOR
TECHNOLOGY, INC., CONTRACT THROUGH
2009 WITH AN ADDITIONAL OPTION TO
EXTEND FOR TWO YEARS

=====

WHEREAS, in 2005 the City of Lodi entered into an agreement with Elevator Technology, Inc. for elevator services that contained an option to renew; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute Agreement to extend the Elevator Technology, Inc., contract through 2009, in the amount of \$22,375; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the option to add to this contract the service of two Hutchins Street Square elevators currently serviced under a separate contract when that contract expires; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to extend the contract for an additional two years (to 2011), if an extension is in the best interest of the City.

Dated: October 17, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 17, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____